

CONTRACT AMENDMENT AND MUTUAL RELEASE

WHEREAS, The Regents of the University of California entered into a Head Coach Contract with Jeff Tedford (hereafter, "Coach") on December 15, 2001 (hereafter, "Employment Contract") and the parties entered into a Contract Addendum effective January 1, 2009 (hereafter, "2009 Addendum"); and

WHEREAS, effective December 3, 2012, the Regents of the University of California (hereafter, "University") terminated Coach pursuant to paragraph 21 of the 2009 Addendum; and

WHEREAS, pursuant to paragraph 21 of the 2009 Addendum, the University is obligated to make guarantee payments to Coach totaling \$2,300,000 per year for the calendar years 2013, 2014 and 2015; and

WHEREAS, the University has paid \$150,000 of the guarantee payment for calendar year 2013; and

WHEREAS, pursuant to paragraph 21 of the 2009 Addendum, the University's guarantee payments are to be reduced by any compensation Coach earns for rendition of services in a college or university head coaching position or a National Football League head or assistant coaching position during 2013, 2014, and 2015; and

WHEREAS, the parties mutually desire to modify the guarantee payment provisions of paragraph 21 of the 2009 Addendum to provide additional certainty and to mitigate their respective risks under the existing contract by providing that the University will make certain specified payments in lieu of the payments called for in the 2009 Addendum and Employment Contract; and

WHEREAS, the parties mutually desire to resolve any outstanding disputes between them; and

WHEREAS, the parties mutually desire to recognize the outstanding contributions that Coach has made to Cal Football over a sustained period of time;

NOW THEREFORE, in consideration of the promises and agreements set forth in this Addendum, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Coach and University (collectively, "the parties") agree, effective February 1, 2013 ("the Effective Date"), as follows:

1. Payments In Consideration For Mutual Releases and In Lieu of Future Services.

The University will make the following payments to Coach in lieu of any payments that it would otherwise owe after the Effective Date pursuant to the Employment Contract and the 2009 Addendum:

- a. A gross sum of \$1,650,000 on or before April 1, 2013; a gross sum of \$1,800,000 on or before April 1, 2014, and a gross sum of \$1,950,000 on or before April 1, 2015; however, the University's obligation in 2015 shall be

reduced to a capped amount of 50 percent of the first \$300,000 (i.e., a possible reduction of up to \$150,000 of the 2015 payment) that Coach earns in any employment capacity for work performed in the years 2013, 2014 and 2015.

- b. In the event Coach, in his sole and exclusive discretion, accepts employment in a head coaching position at a college or university, or in a head or assistant coaching position within the NFL on or before December 31, 2015, the University's obligations under subparagraph (a). above, shall be reduced by 50 percent of amounts Coach actually earns above \$1,500,000 for work performed in such position or positions during 2013, 2014, and 2015. Upon obtaining employment prior to January 1, 2016, Coach agrees to promptly provide adequate proof of employment and actual earnings. The parties will cooperate and use best efforts and good faith as to all accounting issues in order to avoid pre-payment/reimbursement issues.
- c. Coach acknowledges that some or all of the consideration paid hereunder may be subject to State or Federal income tax or other withholdings.
- d. Except as specifically provided, herein, the payments provided for in this paragraph are without any condition or restriction, including but not limited to Coach's death or disability.

2. Mutual Release of Claims.

- a. Coach hereby forever releases and discharges the University and its Regents, agents, successors, assigns, affiliates, attorneys, employees, and all other representatives (hereafter collectively referred to as "University Releasees"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that Coach now or may hereafter have against University Releasees arising from incidents or events occurring on or before the Effective Date of this Agreement.
- b. University hereby forever releases and discharges Coach, from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that University now or may hereafter have against Coach arising from incidents or events occurring on or before the Effective Date of this Agreement.
- c. The mutual releases set out in this paragraph specifically cover any and all claims arising from or related to Coach's employment with and separation from University employment, or arising from any act or omission by any University Releasee or Coach occurring before the Effective Date of this Agreement (hereafter "Released Claims").
- d. The mutual releases set out in this paragraph, includes any and all claims arising under statutory or common law, including but not limited to: claims under the Immigration Reform and Control Act; the Family Medical Leave Act and the Higher Education Employment Relations Act; and claims of employment discrimination (such as, but not limited to claims under Title VII of the Civil

Rights Act of 1964, as amended by the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the Equal Pay Act of 1963, the Age Discrimination in Employment Act, and claims under the law of contract and tort); and federal and state claims growing out of allegations of retaliation based on alleged or actual whistle-blowing activities; and claims arising under University policies and/or collective bargaining agreements; but excluding claims within the exclusive jurisdiction of the Workers Compensation Appeals Board and any other claims that cannot lawfully be released by private agreement.

- e. The parties understand and expressly agree that the mutual releases set forth in this Agreement extend to all claims of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present or future, occurring in whole or in part on or before the Effective Date of this Agreement, and that any and all rights granted under Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

- f. It is the intention of the parties that the releases contained in this Agreement comply with the provisions of the Older Workers Benefits Protection Act (29 U.S.C. 5 626). To comply with Section 626(f) of that statute and to effectuate the release by Coach of any potential claims under the federal Age Discrimination in Employment Act ("ADEA"), Coach acknowledges and agrees as follows: (a) he has carefully reviewed this Agreement and understands the terms and conditions it contains; (b) he has been advised of the right to consult any attorney or representative of his choosing to review this Agreement; (c) he is receiving consideration which is above and beyond anything of value to which he is already entitled; (d) he does not waive rights or claims that may arise after the Effective Date of this Agreement; and (e) he has twenty-one (21) days from receipt of this document to consider the terms and to sign it. Coach may sign this document sooner, but if he does so, he acknowledges by signing that the decision to sign was his and his alone, and that as a result, he voluntarily has waived the balance of the 21-day review period. Coach shall also have seven (7) days after executing this Agreement to reconsider and revoke this Agreement. Any revocation must be in writing, delivered to Christopher M. Patti, Chief Campus Counsel, University of California, Berkeley, 200 California Hall, #1500, Berkeley, CA 94720-1500, no later than the close of business of the seventh (7th) day following Coach's execution of this Agreement. This Agreement shall not become enforceable until the seven (7) day revocation period has expired, or until the date of the last signature, whichever is later ("Effective Date"). If Coach revokes this Agreement, it shall not be effective or enforceable and he will not receive the

consideration described herein. Notwithstanding any other provision of this Agreement, the University will have no payment obligation pursuant to this Agreement until the expiration of seven (7) days after Coach delivers an executed copy of this Agreement to the University.

- g. The parties acknowledge that they have been advised by legal counsel of their own choosing in connection with their execution of this Agreement, that they have carefully reviewed this Agreement with their counsel, and that they enter into this Agreement freely and voluntarily and with full understanding of its terms and effects.

3. Public Statement.

Coach and the University will publicly issue the joint statement attached as Exhibit 1 to this Addendum.

4. Entire Agreement.

The parties declare and represent that no promise, inducement or agreement not discussed in this document has been made between the parties and that this document contains the entire expression of agreement between the parties on the subjects addressed herein.

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

By:  Date: 3/1/, 2013
John Wilton
Vice Chancellor - Administration
and Finance

COACH:

By:  Date: 2/1/, 2013
Jeff Tedford
Coach

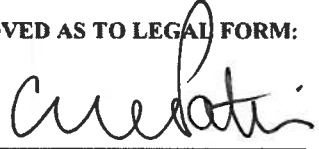
(SIGNATORIES CONTINUE)

APPROVED AS TO LEGAL FORM:

By: 
Timothy M. Younger
Attorney for Jeff Tedford

Date: February 1, 2013

APPROVED AS TO LEGAL FORM:

By: 
Christopher M. Patti
Chief Campus Counsel
Attorney for Regents of the
University of California

Date: 2/1, 2013